		ITRACT/ORDER FOR COMPLETE BLOCKS	1. REQUISITION		PAGE 1 OF			
					673-13-3-7			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DAT	E 4. ORDER NO.		5. SOLICITATION	NUMBER	6. SOLICITATION ISSUE DATE	
				A00001	VA248-13-R	1-1545		
7. FOR SOLICITA INFORMATION		a. NAME John S. Burch			b. TELEPHONE N 813-903-243	IO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME 05-29-2013	
9. ISSUED BY			CODE 00248	10. THIS ACQUISITION IS	UNRESTRICT	ED OR X SET ASIDE:	: 100 % FOR:	
	t of Veterans		00210	X SMALL BUSINESS	WOMEN-OWN	ED SMALL BUSINESS		
Network Contracting Activity 8 (NCA 8) 8875 Hidden River Pkwy, Suite 560			HUBZONE SMALL BUSINESS		BLE UNDER THE WOMEN ESS PROGRAM	N-OWNED NAICS: 485510		
Tampa FL	33637			SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	□ 8(A)	Y	SIZE STANDARD: \$14 Million	
11. DELIVERY FOR I	FOB DESTINA-	12. DISCOUNT TERMS				13b. RATING		
MARKED	JON IS			13a. THIS CONTRA		N/A		
X SEE SCH	EDULE			DPAS (15 CFR	700)	14. METHOD OF SOLIC	FB X RFP	
15. DELIVER TO			CODE 00673	16. ADMINISTERED BY			CODE 00248	
James A.	t of Veterans Haley Veteran ce B. Downs B	s Hospital (90C)		Network Con	of Veterans A stracting Offi River Pkwy,	.ce 8 (NCO 8)		
Tampa FL	33612			Tampa FL 33	8637			
17a. CONTRACTOR/	OFFEROR CODE	FACILI	TY CODE	18a. PAYMENT WILL BE MA	ADE BY		CODE	
					of Veterans A Gervices Cente 19971			
				Austin TX 78714-9971				
TELEPHONE NO.		DUNS:	DUNS+4:	PHONE:		FAX:		
17b. CHECK IF	REMITTANCE IS DIFF	ERENT AND PUT SUCH ADDRESS I	N OFFER	18b. SUBMIT INVOICES TO	ADDRESS SHOWN IN		OCK BELOW IS CHECKED	
19.		20.	See CONTINUATION	I Page	21. 22.	23.	24.	
ITEM NO.		SCHEDULE OF SU	PPLIES/SERVICES	QUA	ANTITY UNIT	UNIT PRICE	AMOUNT	
	(Use Ri	everse and/or Attach Additional Sheets	s as Necessary)					
25. ACCOUNTING A	ND APPROPRIATION D	DATA See CONTINUAT	ION Page		26. TOT/	AL AWARD AMOUNT (For	Govt. Use Only)	
X 27a. SOLICITA	TION INCORPORATES	BY REFERENCE FAR 52.212-1, 52.2	212-4. FAR 52.212-3 AND 52.212-	5 ARE ATTACHED. ADDEN	DA X AR	E ARE NOT ATTA	CHED.	
	CT/PURCHASE ORDER	INCORPORATES BY REFERENCE	FAR 52.212-4. FAR 52.212-5 IS A		AR			
COPIES TO ISS	SUING OFFICE. CONT TEMS SET FORTH OR	SIGN THIS DOCUMENT AND RETUR RACTOR AGREES TO FURNISH AN OTHERWISE IDENTIFIED ABOVE A THE TERMS AND CONDITIONS SPEC	D ND ON ANY	DATED (BLOCK 5),	D OF CONTRACT: REF	YOUR OFF	OFFER FER ON SOLICITATION HICH ARE	
30a. SIGNATURE OF	OFFEROR/CONTRAC	TOR		31a. UNITED STATES OF A	MERICA (SIGNATURE	OF CONTRACTING OFFIC	CER)	
30b. NAME AND TITI	LE OF SIGNER (TYPE (OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACT	ING OFFICER (TYPE O	R PRINT)	31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

R	1	CONTRACT	ADMINISTR	ATION DATA
v				

(continuation from Standard Form 1449, block 18A.)						
1. Contract Administrat	tion: All contract administra	ation matters will be handled by the following individu	als:			
a. CONTRACTOR:						
b. GOVERNMENT: (Contracting Officer 00248 Department of Vetera Network Contracting 8875 Hidden River P	Activity 8 (NCA 8)				
2 CONTRACTOR RE	Tampa FL 33637	All payments by the Government to the contractor will	he made in			
accordance with:	WIII TANCE ADDRESS. A	an payments by the Government to the contractor with	be made m			
[X]	52.232-34, Payment by Other than Central Contra 52.232-36, Payment by					
3. INVOICES: Invoice	es shall be submitted in arrea	urs:				
a. Quarterly	[]					
b. Semi-Annually	[]					
c. Other	D					
4. GOVERNMENT IN	VOICE ADDRESS: All inv	voices from the contractor shall be mailed to the follow	ing address:			
Department of Ve Financial Services P.O. Box 149971						
	Γ OF AMENDMENTS: The	e offeror acknowledges receipt of amendments to the S	Solicitation			
numbered and dated as fo						
AMENDI	MENT NO	DATE				

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101. Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

33rd NVWG BUS CONTRACT--STATEMENT OF WORK (SOW)

1.0 PURPOSE

The requirement is for the contractor to provide a wheelchair accessible transportation bus service for the 33rd National Veterans Wheelchair Games, hosted by the James A. Haley Veterans' Hospital for a period of 8 days, from Friday, July 12 through July 19, 2013. An estimated 550 disabled Veteran participants all using either wheelchairs or power chairs/scooters, along with their family members/coaches/special event staff and volunteers will need to be transported daily. The contractor will prepare 20 fully accessible, low-floor, public transit-style buses to accommodate at least 6-8 wheelchairs at one time per bus, and all the remaining seats to accommodate ambulatory passengers. The 20 buses are based on the total number of buses needed on a given day, plus additional emergency back-up buses based on attached transportation schedule. Enough emergency back-up buses should be available to keep the required 20 buses continually operating. The contractor will provide transportation service between the following venues:

Tampa International Airport (4100 George J. Bean Parkway, Tampa, FL 33607)

Tampa Convention Center (333 S. Franklin Street, Tampa, FL, 33602

Tampa Marriott Waterside Hotel and Marina (700 S. Florida Avenue, Tampa, FL 33602)

Pin Chasers Midtown (4847 North Armenia Ave, Tampa, FL 33603)

Pin Chasers Veterans (5555 West Hillsborough Ave, Tampa, FL 33634)

Raymond James Stadium (4201 North Dale Mabry HWY, Tampa FL 33607)

HCC Tennis Complex (3901 Tampa Bay Blvd, Tampa, FL 33614)

Jefferson High School (4401 West Cypress St, Tampa, FL 33607)

Silver Dollar Shooters Club (17202 Target Way, Odessa, FL 33556)

Clearwater Long Center (1501 North Belcher Rd, Clearwater, FL 33765)

Lake Seminole Park (10015 Park Blvd., Seminole, FL 33777)

2.0 SCOPE

The 33rd National Veteran Wheelchair Games will take place over 8 days beginning Friday July 12th, 2013 and concluding Friday July 19th, 2013. The resultant contracts will include comprehensive transportation services

for transporting participants from the Tampa International Airport to the Tampa Marriott Waterside Hotel and Marina; transporting participants from the Tampa Convention Center to and from the various venues and social events throughout the Tampa Bay area during the week; and transporting participants back to Tampa International Airport on Friday July 19, 2013. All travel to be performed in conjunction with the attached transportation schedule.

Wheelchair Accessible Transportation Service vendors shall transport all participants (i.e., contestants), including any special equipment (e.g. wheelchairs (standard and electric), scooters and any other mobility aides) to and from all various points throughout the week of the Games. Each vehicle shall be staffed with a driver. Volunteers will be provided by the James A. Haley Veterans' Hospital's community volunteers to assist with securing the disabled Veteran participants into the wheelchair tie-down system on the buses (i.e. seatbelts and straps).

The Contractor will provide minimum number of buses for each Event Day that can each accommodate at least 6 to 8 wheelchair participants per bus (according to attached schedule). Backup buses are included in the required 20 buses.

It is anticipated that approximately 550 wheelchair participants and their caregivers/coaches will be arriving by air on July 12th, 2013. Comprehensive arrival and departure times and terminal information will be provided approximately one month prior to the start of the games. Some participants will have service animals (Registered Service Dogs). Service animal guidelines are in accordance with Americans with Disabilities Act, and are trained not to be aggressive while working.

Contractor busses will operate continuously during scheduled event intervals; The Event Transportation Coordinator can, through the designated Project Manager provided by the Contractor, direct and redirect individual vehicle destinations. The Contractor is to provide a designated Project Manager who is required to be on-site at all times during the event to assist VA POC in directing or redirecting vehicle destinations.

The Department of Veterans Affairs (VA) will conduct an inspection of the vehicles provided by contractor to insure compliance with the American Disabilities Act and VA requirements.

The Transportation Coordinator will provide a comprehensive transportation plan to the VA six (6) weeks prior to the beginning of the Event. This will include at a minimum, the completed bus schedule, events schedule, maps and directions to all venue's from the Tampa Convention Center, and cell phone contact list.

3.0 REFERENCES

- Americans with Disabilities Act of 1990 (ADA)
 ADA Circular C 4710.1, "Americans with Disabilities Act Requirements-Vehicle Acquisition
- Code of Federal Regulations (CFR) Part 604
- Department Of Transportation Regulations (DOT)

4.0 PERFORMANCE REQUIREMENTS

CONTRACTOR RESPONSIBILITIES

- (a) Contractor Project Manager. The contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person shall be designated in writing to the Contracting Officer in the Offer submission. The Contractor Project Manager will be required to be on-site during the week of the games in order to work closely with The NVWG Event Transportation Coordinator.
- (b) Contractor Employees. The contractor shall not employ persons for work on this contract if such employee is identified to the contractor as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population.
- (c) Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. This may be accomplished by wearing distinctive clothing bearing the name of the company. Contractor field service engineers shall be dressed to present a clean, neat appearance at all times when performing under this contract.
- (d) Contractor personnel shall smoke only in designated areas.
- (e) In the event an employee of the Contractor is injured while on VA medical facility property the COTR must be notified of this occurrence as soon as possible, but no later than 4:00 p.m. the next work day following the incident.
- (f) Contractor must have extensive knowledge of the area. All traffic pattern changes must be coordinated with the Event Transportation Coordinator to ensure a written emergency route plan is in place prior to the event to prepare for heavy traffic, severe weather, accidents, and/or anything that could inhibit buses from taking the initial route.
- (g) Contractor will provide pictures and/or illustrations of specifications included with the type of buses to be utilized and display how the wheelchair passengers will be secured.

SECURITY REQUIREMENTS

The Contractor must wear badges bearing the Contractor's company name, identification picture and name of the individual employee in English during performance of services under this contract. The Contractor assumes full responsibility for any parking violations. The VAMC will not invalidate or make reimbursement for parking violations of the contractor's personnel under any circumstances. The C&A requirements do not apply and a Security Accreditation Package is not required.

EVENT SCHEDULE

A final schedule will be provided to vendor upon award. Contractor is required to provide transportation plan 6 weeks prior to event.

INSURANCE REQUIREMENTS

- (a) The Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee's Public Liability Insurance in accordance with Federal and State of Florida laws.
- (b) The Government shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.
- (c) The Contractor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.
- (d) The Contracting Officer shall require the Contractor to furnish certification from his/her insurance company indicating that the coverage specified by FAR 52.228-5 and per FAR Subpart 28.307-2 has been obtained and that it may not be changed or canceled without guaranteed thirty (30) days notice to the Contracting Officer

CONTRACTOR-FURNISHED ITEMS AND SERVICES

The contractor shall furnish everything to effectively carry out this contract. This includes, but is not limited to, offered vehicles, drivers, supporting staff, communications support, and other standard industry equipment involved in commercial provision of services of the nature for which offer was made (i.e., line item-specific services.)

5.0 ADDITIONAL REQUIREMENTS

The NVWG Event Schedule is critical to the success of the event to serve the Veterans. Coordinating the events and activities for up to 550 disabled Veterans with wheelchairs as their primary mobility is a momentous challenge. The fabric to keeping it going is the transportation schedule; **keeping the buses moving is key**.

Since wheelchairs will be of different widths and lengths, a full size city bus is needed to accommodate the various sizes allowing for a center aisle to allow ambulatory volunteers to strap in the chairs. If the load/unload time is not expeditious, then the transportation will not be consistent or effective. This will impact the start and finish of the events and the worst possible potential is that a Veteran could be disqualified or not able to participate because they missed their event. Because of this, we need busses that can load and unload at many different locations requiring them to be self-contained with a fold out or mechanical ramp and in most cases a kneeling mechanism or its equivalent.

Based on experience of previous games, it has been determined that **low-floor busses** are essential to meet the needs of the NVWG and that twenty (20) are needed for these games. Low floor buses are self-contained and take about a minute to position and 1-2 minutes per Veteran to load/unload. The use of hydraulic lifts on the buses are not practical since they are not manufactured to handle the daily volume needed for this program and in some cases the chair is too wide or heavy to safely fit on a lift. In addition, the time involved in the use of the lift takes at a minimum 5 - 10 minutes *per* Veteran depending on the size of the chair and ability of the Veteran to drive their chair in a cramped/tight space.

6.0 PLACE OF PERFORMANCE / HOURS OF OPERATION

The primary location where contractor will be required to work is the Tampa Convention Center located at 333 S. Franklin Street, Tampa, FL, 33602.

The contractor's personnel will require proper identification at all times. Contractor shall be required to comply with all security and personnel identification processes expected by the facility.

7.0 PERIOD OF PERFORMANCE

Dates:

July 12, 2013 to July 19, 2013

Hours:

Friday, July 12, 2013 9:00am-10:00pm Saturday, July 13, 2013 10:00am-8:00pm

Sunday, July 14, 2013	6:30am-10:00pm
Monday, July 15, 2013	6:30am-10:00pm
Tuesday, July 16, 2013	6:30am-12:00pm
Wednesday, July 17, 2013	7:30am-6:00pm
Thursday, July 18, 2013	6:30am-1:00pm
Friday, July 19, 2013	3:00am-3:00pm

^{***}Times are approximate and could be subject to change. Dates and times are also annotated on attachment.

8.0 ADDITIONAL INFORMATION

1. Attachments:

- a. Events Schedule
- b. Transportation Schedule
- c. Estimated Drive Times to Venues

With No Sensitive Data but Requires Training

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

VA INFORMATION CUSTODIAL LANGUAGE:

- a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
- b. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- c. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- d. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

SECURITY INCIDENT INVESTIGATION:

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

B.4 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Contract Period: 07/12/2013 to 07/19/2013, Charter of 20 Low-Floor Buses	1.00	JB		
				GRAND TOTAL	

B.5 Delivery Schedule

ITEM NU	J MBER	QUANTITY	DELIVERY DATE
1	Charter of 20 Low-Floor Buses	1.00	

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52,212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html http://www.va.gov/oal/library/vaar/

(End of Clause)

C.2 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.3 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

- (a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
 - (b) General Liability: \$500,000.00 per occurrences.
 - (c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.
- (d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.4 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.6 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.7 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REOUESTS (NOV 2012)

- (a) Definitions. As used in this clause—
 - (1) Contract financing payment has the meaning given in FAR 32.001.

- (2) Designated agency office has the meaning given in 5 CFR 1315.2(m).
- (3) Electronic form means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

- (4) Invoice payment has the meaning given in FAR 32.001.
- (5) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.
- (b) *Electronic payment requests*. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
- (c) *Data transmission*. A contractor must ensure that the data transmission method and format are through one of the following:
 - (1) VA's Electronic Invoice Presentment and Payment System. (See Web site at http://www.fsc.va.gov/einvoice.asp.)
- (2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (http://www.x12.org) includes additional information on EDI 810 and 811 formats.
- (d) Invoice requirements. Invoices shall comply with FAR 32.905.
- (e) *Exceptions*. If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:
 - (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or

negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- [] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- [] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- [X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - [] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- [X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- [] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- [] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- [] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- [] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - [] (11) [Reserved]
 - [X] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - [] (ii) Alternate I (NOV 2011).
 - [] (iii) Alternate II (NOV 2011).
 - [] (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - [] (ii) Alternate I (Oct 1995) of 52.219-7.
 - [] (iii) Alternate II (Mar 2004) of 52.219-7.
 - [X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
 - [] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
 - [] (ii) Alternate I (Oct 2001) of 52.219-9.
 - [] (iii) Alternate II (Oct 2001) of 52.219-9.
 - [] (iv) Alternate III (JUL 2010) of 52.219-9.
 - [] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
 - [X] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
 - [] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 - [] (ii) Alternate I (June 2003) of 52.219-23.
- [] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
 - [X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).
- [] (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

- [] (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
 - [X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - [] (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
 - [X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - [] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - [] (ii) Alternate I (DEC 2007) of 52.223-16.
 - [X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
 - [] (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - [] (ii) Alternate I (MAR 2012) of 52.225-3.
 - [] (iii) Alternate II (MAR 2012) of 52.225-3.
 - [] (iv) Alternate III (NOV 2012) of 52.225-3.
 - [] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- [X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - [] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - [] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - [] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- [X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - [] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 - [] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - [] (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - [X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- [X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class 31030 Bus Driver Monetary Wage-Fringe Benefits \$15.51/Hr.

Wage Determination No. 2005-2125, Revision 16, 6/13/2012

- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- [] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

- [] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- [] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
- [] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employee Eligibility Verification (JUL 2012)
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: NVWG Event Schedule.

See attached document: NVWG Transportation Schedule.

See attached document: Estimated Drive Times.

33rd NATIONAL VETERANS WHEELCHAIR GAMES TAMPA, FL JULY 13-18, 2013 SCHEDULE OF EVENTS

ALL DAY	ARRIVALS AND CHECK IN	FRIDAY JULY 12	HOTELS	TAMPA
11AM-4PM	AIR GUNS REGISTRATION		ROOM 9	CONV CTR
11AM-4PM	EARLY CLASSIFICATION		ROOMS 22-23	CONV CTR
11AM-4PM	EARLY REGISTRATION		LOBBY	MARRIOTT
6:00 PM 6:00 PM	SPONSOR DINNER *** OFFICIALS APPRECIATION *	**	FLORIDA BALLROOM SPLITSVILLE	MARRIOTT CHANNELSIDE
0.00 1 111	orrienas in inclusion		312113 (1222)	CHRIVELENDE
	CHECK IN	SATURDAY JULY 13	HOTELS	TAMPA
9AM-4PM	GAMES REGISTRATION		LOBBY	MARRIOTT
9AM-4PM	EXPO		EAST HALL	CONV CTR
11:30AM 1-2:30PM	GAMES KICK-OFF COACHES MEETING		PATIO ROOMS 13-16	FORUM CONV CTR
1-4PM	HANDCYCLE TUNE-UP		CENTRAL HALL	CONV CTR
2:30-3:30PM	NOVICE ATHLETE MEETING		ROOMS 13-16	CONV CTR
6-7PM	OPENING CEREMONIES		ARENA	FORUM
7:30-9:30PM	WELCOME RECEPTION		GRAND BALLROOMS A-D	CONV CTR
5:30-9:00AM	BREAKFAST	SUNDAY JULY 14		HOTELS
7:30-8:30AM	LATE REGISTRATION		ROOM 21	CONV CTR
7:30AM	HANDCYCLING	ALL	BAYSHORE BLVD	FORUM
8:00AM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
	MOTOR RALLY BASKETBALL/QUAD RUGBY	MOTORIZED		RAYMOND JAMES
	CLINIC (OPTIONAL)		WEST HALL	CONV CTR
10:00AM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
	SOFTBALL	GAMES 1-2	EAST HALL	CONV CTR
10:30AM-1:30PM	LUNCH	DAY A GOLGO TED TED TEG	GRAND BALLROOMS A-D	CONV CTR
1:00PM	AIR GUNS BOWLING	BY ASSIGNED TIMES IV,V	GRAND BALLROOM	MARRIOTT PIN CHASERS MIDTOW
	BOWLING	IV,V II,III		PIN CHASERS WETERAN
3:00PM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
4:00-7:00PM	WEIGHTLIFTING WEIGH-IN		CENTRAL HALL	MARRIOTT
4:30-6:30PM	DINNER		GRAND BALLROOMS A-D	CONV CTR
6:30PM	BOWLING	RAMP		PIN CHASERS MIDTOW
	BOWLING BASKETBALL	IA-B-C-STICK-HANDLE GAMES 1-2-3	WEST HALL	PIN CHASERS VETERAN CONV CTR
7:00PM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
8:00PM	BASKETBALL	GAMES 4-5,6	WEST HALL	CONV CTR
5:30-9:00AM	BREAKFAST	MONDAY JULY 15		HOTELS
8:00AM	AIR GUNS TRACK	BY ASSIGNED TIMES ALL	GRAND BALLROOM	MARRIOTT JEFFERSON HS
	WATER-SKI EXHIBITION	25 PARTICIPANTS		LAKE SEMINOLE PARK
9:00AM	POWER SOCCER CLINIC		WEST HALL	CONV CTR
	KIDS DAY			JEFFERSON HS
10:00AM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
10:30AM-1:30PM	LUNCH ATRICUME	DV ACCIONED TIMES	GRAND BALLROOMS A-D	CONV CTR
1:00PM	AIR GUNS SOFTBALL	BY ASSIGNED TIMES GAMES 3-4	GRAND BALLROOM EAST HALL	MARRIOTT CONV CTR
	WATER-SKI EXHIBITION	25 PARTICIPANTS		LAKE SEMINOLE PARK
	TT	IA-B-C	EAST HALL	CONV CTR
2:30PM	SOFTBALL	GAMES 5-6	EAST HALL	CONV CTR
3:00PM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
4:30-6:30PM	DINNER		GRAND BALLROOMS A-D	CONV CTR
6:30PM	WEIGHTLIFTING POWER SOCCER	ALL GAME 1-2	CENTRAL HALL WEST HALL	MARRIOTT CONV CTR
7:00PM	AIR GUNS	BY ASSIGNED TIMES	GRAND BALLROOM	MARRIOTT
7:30PM	SWIMMING	ALL		LONG CENTER
8:00PM	POWER SOCCER	GAME 3-4	WEST HALL	CONV CTR
		TUESDAY JULY 16		
5:30-9:00AM	BREAKFAST			HOTELS
8:00AM	FIELD	III,IV,V		RAYMOND JAMES
10:00AM 10:30AM-1:30PM	FIELD LUNCH	IA,IB,IC,II	GRAND BALLROOMS A-D	RAYMOND JAMES CONV CTR
1:00PM	TT	II-III	EAST HALL	CONV CTR
	9 BALL	IV-V	GRAND BALLROOM	MARRIOTT
	POWER SOCCER	GAMES 5-6	WEST HALL	CONV CTR
3:00PM	POWER SOCCER	GAMES 7-8	WEST HALL	CONV CTR
4:30-6:30PM	DINNER	MOTOR (HAND YELD : : : : : :	GRAND BALLROOMS A-D	CONV CTR
6:30PM		MOTOR (HAND, HEAD, MOUTH)	CENTRAL HALL	CONV CTR
	QUAD RUGBY BASKETBALL	GAMES 1 7,8	WEST HALL WEST HALL	CONV CTR CONV CTR
8:00PM	BASKETBALL	GAMES 9-10	WEST HALL	CONV CTR
	QUAD RUGBY	GAME 2	WEST HALL	CONV CTR
		WEDNESDAY JULY 17		
5:30-9:00AM	BREAKFAST			HOTELS
8:00AM	SLALOM	IV-V	CENTRAL HALL	CONV CTR
9:00 11:00 434	9 BALL TENNIS EXHIBITION	II-III	GRAND BALLROOM	MARRIOTT HILLS POPOLICH CC
8:00-11:00 AM 9:00AM	TRAPSHOOTING	BY ASSIGNED TIMES		HILLSBOROUGH CC SILVER DOLLAR
9:30AM	QUAD RUGBY	GAME 3	WEST HALL	CONV CTR
10:30AM-1:30PM	LUNCH		GRAND BALLROOMS A-D	CONV CTR
1:00PM	TRAPSHOOTING	BY ASSIGNED TIMES		SILVER DOLLAR
	SLALOM	II-III	CENTRAL HALL	CONV CTR
	TT 9 BALL	IV-V IA-B-C	EAST HALL GRAND BALLROOM	CONV CTR MARRIOTT
4-7 PM	9 BALL BLOCK PARTY	IA-B-C	GRAND BALLROOM	MARRIOTT CONV CTR
6:30PM	SOFTBALL	GAMES 7-8	EAST HALL	CONV CTR
	POWER SOCCER	GAMES 9- 10	WEST HALL	CONV CTR
7:00PM	SLALOM	IA-B-C	CENTRAL HALL	CONV CTR
8:30PM	SOFTBALL POWER SOCCER	GAMES 9-10 CONSOLATION	EAST HALL WEST HALL	CONV CTR CONV CTR
	1 O WER SOCCER	THURSDAY JULY 18	WEST HALL	CONVEIR
5:30-9:00AM 8:00AM	BREAKFAST ARCHERY	ATT		HOTELS RAYMOND JAMES
8:00AM	ARCHERY BOCCIA	ALL IA-B-C	WEST HALL	RAYMOND JAMES CONV CTR
9:00AM	SOFTBALL	CONS-CHAMP	EAST HALL	CONV CTR
	SUPER "G"	BY INVITATION	CENTRAL HALL	CONV CTR
10:30 AM-1:30PM	LUNCH		EAST HALL	CONV CTR
1:00PM	POWER SOCCER	CHAMPIONSHIP GAME	WEST HALL	CONV CTR
a oom -	BASKETBALL	CONSOLATION	WEST HALL	CONV CTR
3:00PM	BASKETBALL OUAD PUGBY	CHAMPIONSHIP GAME	WEST HALL	CONV CTR
7:00PM	QUAD RUGBY CLOSING BANQUET	CHAMPIONSHIP GAME	WEST HALL GRAND BALLROOMS A-D	CONV CTR CONV CTR
		FRIDAY JULY 19	D. LLANOONIS A-IJ	CONVEIR
		FRIDAT JULI 13		
ALL DAY		DEPARTURES		HOTELS

33rd NATIONAL VETERANS WHEELCHAIR GAMES TRANSPORTATION NEEDS JULY 13-18, 2013

DATE	TIME	HOURS OF OPERATION	ATHLETES	BUSES	EVENT	SITE/DESTINATION	HOURS	TRAVEL TIME**	TOTAL HOURS	DAILY TOTAL HR.
Fri 7/12	9A-6P	9	300	18	SHUTTLE	AIRPORT/HOTELS/AIRPORT	162	18	180	
	6P-10P	4	100	4	SHUTTLE	AIRPORT/HOTELS/AIRPORT	16	4	20	200
SAT 7/13	10A-2P	4	25	2	SHUTTLE	AIRPORT/HOTELS/AIRPORT	8	2	10	
	4P-8P	4	500	10	SHUTTLE	HOTEL/FORUM/CONV CTR	40	10	50	60
SUN 7/14	6:30A-12P	5.5	90	10	MOTORIZED RALLY SHUTTLE	CONV CTR/RAYMOND JAMES/HOTELS	55	10	65	
	11:30A-10P	10.5	1ST RUN 139	9	BOWLING/SHUTTLE	CONV CTR/PIN CHASERS MID/CONV CTR	94.5	9	103.5	
	11:30A-10P	10.5	1ST RUN 139	9	BOWLING/SHUTTLE	CONV CTR/PIN CHASERS VET/CONV CTR	94.5	9	103.5	272
MON 7/15	6:30A-12 Noon	5.5		10	TRACK	CONV CTR/JEFFERSON HS/CONV CTR	55	10	65	
	6:30A-5:00P	10.5		7	WATER-SKI	CONV CTR/LAKE SEMINOLE/CONV CTR	73.5	7	80.5	
	5P-10P	5		10	SWIMMING	CONV CTR/LONG CENTER/CONV CTR	50	10	60	205.5
TUE 7/16	6:30A-12N	5.5		12	FIELD	CONV CTR/RAYMOND JAMES/CONV CTR	66	12	78	78
WED 7/17	7:30A-5P	9.5	1ST RUN 15	4	TRAPSHOOTING	MARRIOTT/SILVER DOLLAR/MARRIOTT	38	4	42	42
	7A-12P	5		5	TENNIS	CONV CTR/TBD/CONV CTR	25	5	30	30
TURS 7/18	6:30A-1P	6.5	1ST RUN 90	8	ARCHERY	CONV CTR/RAYMOND JAMES/CONV CTR	52	8	60	60
FRI 7/19	3A-3P	12	50	12	AIRPORT SHUTTLE	HOTELS/AIRPORT/HOTELS	144	12	156	
	7A-3P	6	300	8	AIRPORT SHUTTLE	HOTELS/AIRPORT/HOTELS	48	8	56	212
							**Includes 1/2 hr to & from Venue			
									1159.5	1159.5

33rd NVWG Transportation Times

Event	Venue	Miles	Drive time from TCC with Traffic, Plus 5 Minutes Cushion
-		_	
Bowling	Pinchasers Midtown	5.1	20 mins.
Bowling	Pinchasers Veterans	9.5	25 mins.
Track	Jefferson HS	5.5	20 mins.
Field	Raymond James Stadium	6	20 mins.
Swimming	Clearwater Long Center	25	45 mins.
Archery	Raymond James Stadium	6	20 mins.
Motor Rally	Raymond James Stadium	6	20 mins.
Trapshooting	Silver Dollar Shooters Club	24	45 mins.
Water-ski	Lake Seminole	30	55 mins.
Tennis	HCC Dale Mabry	6.8	25 mins.
Airport (diff shifts)	Tampa Int. Airport	9	25-30 mins.

SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

- (a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—
- (1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.
- (2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) The offeror does [] does not [] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) The offeror, its officers or agents acting on its behalf have [] have not [] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy Tampa FL 33637

Mailing Address:

Department of Veterans Affairs Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy Tampa FL 33637

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.4 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

- (a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.
- (b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (http://www.VetBiz.gov).
- (c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (http://www.vetbiz.gov).

(End of Provision)

E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

- (a) Any protest filed by an interested party shall:
 - (1) Include the name, address, fax number, and telephone number of the protester;

- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
 - (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics, Risk Management Team, Department of Veterans Affairs 810 Vermont Avenue, N.W. Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management 811 Vermont Avenue, N.W. Washington, DC 20420

FAR Number

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES DEC 2012
ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS
RELATING TO IRAN-- REPRESENTATION AND
CERTIFICATIONS
(End of Addendum to 52.212-1)

E.7 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Lowest Price, Technically Acceptable (LPTA) in accordance with FAR Part 15.101-2 procedures. Offerors must meet each and all the following criteria to demonstrate they are technically acceptable, prior to pricing consideration:

- 1.) Experience: Experience in providing mass transportation for disabled, wheel-chair bound individuals. Experience is defined as demonstrated performance of one requirement relevant to the attached statement of work, similar in size and scope, within the past three years.
- 2.) Technical Ability: Offerors resources available to meet all the requirements as specified in the solicitation. Technical Ability is defined as available number of low-floor busses, number of drivers, ability to show compliance with licensing and insurance requirements.
- 3.) Past Performance: Defined as documented historical performance of similar contracts that are similar in size and scope, and relevant to the provided statement of work.

The Contract Officer will evaluate all proposals. Proposals will be considered after a determination of responsibility has been performed by the Contract Officer.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410. Crude Grades of Plant Materials:
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs.
- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
 - (1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a womenowned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
- (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program

since its application was submitted.

and other small businesses that are participating in the joint venture:] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in $(c)(6)$ of this provision.] The offeror represents that—
(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents that it [] is a women-owned business concern.
(9) <i>Tie bid priority for labor surplus area concerns</i> . If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror represents that either
(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private

Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]
(11) $HUBZ$ one small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, as part of its offer, that
(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246
(1) Previous contracts and compliance. The offeror represents that
(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It [] has, [] has not filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a

COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms
"commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end
product," and "United States" are defined in the clause of this solicitation entitled "Buy American ActSupplies."

		7
(2) Foreign End Pro	ducts:	
Line Item No	Country of Origin	
[List as necessary]		
(3) The Governmen	t will evaluate offers in acco	rdance with the policies and procedures of FAR Part 25.
52.225-3, Buy Americ	an ActFree Trade Agreeme	entsIsraeli Trade Act Certificate. (Applies only if the clause at FAR entsIsraeli Trade Act, is included in this solicitation.)
is a domestic end product to have been mined, product," "Panamanian, or Peruvi product," "end product product," "Israeli end product,"	uct and that for other than C roduced, or manufactured ou ian end product," "commerci t," "foreign end product," "F	except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, OTS items, the offeror has considered components of unknown origin tside the United States. The terms "Bahrainian, Moroccan, Omani, ally available off-the-shelf (COTS) item," "component," "domestic end ree Trade Agreement country," "Free Trade Agreement country end" are defined in the clause of this solicitation entitled "Buy American"
Bahrainian, Moroccan	, Omani, Panamanian, or Per	olies are Free Trade Agreement country end products (other than ruvian end products) or Israeli end products as defined in the clause of Trade AgreementsIsraeli Trade Act":
Free Trade Agreen End Products) or Israe	•	Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian
Line Item No.	Country of Origin	

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

[List as necessary]

Other Foreign En	d Products:	
Line Item No.	Country of Origin	
[List as necessary]		
(iv) The Governm	nent will evaluate offers in a	accordance with the policies and procedures of FAR Part 25.
	_	sIsraeli Trade Act Certificate, Alternate I. If Alternate I to the clause at estitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the
	•	supplies are Canadian end products as defined in the clause of this ade AgreementsIsraeli Trade Act":
Canadian End Pro	oducts:	
Line Item No.		
[List as necessary]		
• •		sIsraeli Trade Act Certificate, Alternate II. If Alternate II to the clause ubstitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the
_	-	supplies are Canadian end products or Israeli end products as defined in ican ActFree Trade AgreementsIsraeli Trade Act":
Canadian or Israe	eli End Products:	
Line Item No.	Country of Origin	

- (4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin	

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products	:
Line Item No.	Country of Origin
	, .

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
 - (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).
 - (1) Listed end products.

Listed End Product

Listed Countries of Origin

customers.

course of normal business operations;

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) <i>Place of manufacture</i> . (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly
(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) Outside the United States.
(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)
[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that--

the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of

this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies--
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
[] TIN:
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
[] Sole proprietorship;

[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other
(5) Common parent.
[] Offeror is not owned or controlled by a common parent;
[] Name and TIN of common parent:
Name

- (m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations
- (1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
 - (2) Representation. By submission of its offer, the offeror represents that--
 - (i) It is not an inverted domestic corporation; and
 - (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act

(50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)